

# THE DENVER ASTRONOMICAL SOCIETY

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### General

*Use and Restrictions.* The Site may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are 13 years of age or older, and who are not barred from using the Site under applicable laws. Individuals who are under the age of 13 may use the Site with the oversight of a parent or legal guardian.

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### Purchases

*Event Descriptions.* In describing and portraying our events on the Site, we attempt to be as accurate as possible. However, as many things can occur which may change an event, we do not warrant that the event will be exactly as described. For example, weather may impact the ability to hold an event or to see all astronomical observations at an event.

*Refunds.* To receive a refund for an event reservation, you must cancel your reservation with at least 72 hours notice unless otherwise provided at the time of the reservation. No refunds will be given if less than 72 hours notice is given (or more if required for the specific reservation at the time of reservation). Refunds will be processed within fourteen business days.

*Membership Fees.* Membership fees are non-refundable after they have been paid.

*Deductibility of Payments.* As the Denver Astronomical Society is a 501(c)(3) organization, some payments made to us may be deductible. If you have any questions about what is deductible, please speak with your tax professional.

*Payment.* Payment for all products is processed through PayPal.com. Please refer to PayPal.com for information regarding the use of any personal information you submit.

*Cancellation of Event.* If an event is cancelled, any fees paid will be refunded to you within fourteen business days.

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*Limitation on Damages.* If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if the Denver Astronomical Society is otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed ten United States dollars. You agree to defend, indemnify, and hold harmless the Denver Astronomical Society, its officers, directors, employees, business partners and agents, from, and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and/or expenses (including but not limited to attorneys’ fees) arising from: (1) any breach by you of any of these Terms of Use; (2) your User Communications; and/or (3) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

## Miscellaneous

*Termination.* Either party may terminate these Terms of Use at any time. You may terminate these by ceasing all use of the Site. We may terminate these by ceasing to offer the Site to the general public or by sending notification that you can't use the Site.

*Severability.* If a court of competent jurisdiction holds any provision of these Terms of Use invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use and the remaining portions of these Terms of Use shall continue in full force and effect.

*Governing Law; Venue and Jurisdiction.* By using the Site and/or purchasing products from this Site, you agree that the laws of the State of Colorado, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between us. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Denver, Colorado, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Colorado.

*Indemnity.* You agree to indemnify and hold the Denver Astronomical Society, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys fees, arising out of or in connection with any use of the Site, your conduct in connection with the Site, or with other users of the Site, or any violation of these Terms of Use or of any law or the rights of any third party.

## **Privacy Policy**

### Data Denver Astronomical Society Collects

We may collect your name, email address, physical address, and phone number if you submit information through the contact form, at the time of registration, or email information to us.

We sometimes collect your email address, for purposes such as sending email newsletters and information about seminars and events that may be of interest to you. By submitting your email to us, you consent to emails from us, which may be sent through a third party service provider.

We sometimes collect your phone number for the purpose of calling you if you have requested information from us or to give you updated information about any events that you have registered for. By submitting your phone number to us, you consent to phone calls from us, even if such number is registered through a state or federal "Do Not Call" list.

### Weblogs

Our web logs collect standard web log entries for each page served, including your IP address, page URL, and timestamp. Web logs help us diagnose problems with our server, to administer the Site, and to otherwise provide products and service to you. In addition, we may collect other information from your interaction with our website, services, content, and advertising, including computer and connection information, statistics on page views, traffic to and from the website, ad data, IP address, demographic and navigational data, and standard web log information. This information may be obtained for us from a third party provider such as Google Analytics. We may use this information for marketing, commercial, or any other purpose as we see fit.

### Data Denver Astronomical Society Stores

All information posted to this site, including account and purchase information, is stored in our database, even after "deletion," and may be archived elsewhere. Our web logs and other records are stored indefinitely. This may include any information you supply to us and your browsing history. However, we

cannot guarantee access to these records by third parties for more than seven business days after the original information was submitted, except for purchase information that is available until the items have been delivered. Although we make good faith efforts to store the information in a secure operating environment that is not available to the public, we cannot guarantee complete security. We may store information in an off-site location, which may or may not be located in the United States and may not be bound by the laws of the United States.

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#### Credit Card Information.

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We may disclose information about its users if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose information about its users to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms of Use; respond to claims that any posting or other content violates the rights of third-parties; or protect the rights, property, or personal safety of the Denver Astronomical Society, our members, or the general public. We may disclose your information to other business entities, should we plan to merge with or be acquired by that business entity.

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